

# The Gazette of India

PUBLISHED BY AUTHORITY

**No. 81 NEW DELHI, SATURDAY, FEBRUARY 23, 1952****NOTICE**

The undermentioned Gazettes of India Extraordinary were published during the week ending the 20th February, 1952 :—

Issue No.	No. and Date	Issued by	Subject
32	S.R.O. 255, dated the 9th February, 1952.	Ministry of Law.	Extension of time for election of members to the Parliamentary Constituencies in the State of Madras.
33	S.R.O. 256, dated the 9th February 1952.	Ministry of Home Affairs.	Declaration of a public holiday throughout India on the 15th February 1952, being the day of funeral of King George VI.
34	S.R.O. 257, dated the 11th February, 1952.	Ministry of Labour.	Awards of the Industrial Tribunals Calcutta.
35	S.R.O. 257A, dated the 12th February, 1952.	Ministry of Law.	Extension of time for election of members to the Parliamentary Constituencies in the State of Uttar Pradesh.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

**PART II—Section 3**

**Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).**

**MINISTRY OF STATES**

*New Delhi, the 7th February 1952*

**S.R.O. 290.**—In pursuance of clause (1) of article 239 of the Constitution, the President hereby directs that the following amendments shall be made in the notification of the Government of India in the Ministry of States No. 104-J, dated the 24th August 1950, namely:—

In Schedule I to the said notification,

(1) After the entry relating to the Pensions Act, 1871 (XXIII of 1871), the following entry shall be inserted, namely:—

“The Special Marriage Act, Sections 3, 12, 13A and 14”  
1872 (III of 1872).

- (2) In the entry in column 2 against the Indian Christian Marriage Act, 1872 (XV of 1872) for the words and figures "Sections 6 and 9", the words and figures "Sections 6, 7, 8 and 9" shall be substituted.
- (3) After the entry relating to the Indian Christian Marriage Act, 1872 (XV of 1872), the following entry shall be inserted, namely:—  
 "The Married Women's Property Act (III of 1874). Section 2." (Chief Commissioner of Manipur excluded).
- (4) After the entry relating to the Opium Act, 1878 (I of 1878), the following entry shall be inserted, namely:—  
 "Indian Treasure Trove Act, Sections 3, 5 and 19." 1878 (VI of 1878).
- (5) After the entry relating to the Vaccination Act, 1880 (XIII of 1880), the following entry shall be inserted, namely:—  
 "The Transfer of Property Act, Sections 1, 37, 57(e), 58(f), 69(a) and 1882 (IV of 1882). (c), 107 (proviso) and 117" (Chief Commissioner of Manipur excluded).
- (6) After the entry relating to the Births, Deaths, Marriages Registration Act, 1886 (VI of 1886), the following entry shall be inserted, namely:—  
 "The Suits Valuation Act, 1887 Sections 3 and 9" (Chief Commissioner of Manipur excluded). (VII of 1887).
- (7) After the entry relating to the Police Act, 1888 (III of 1888), the following entry shall be inserted, namely:—  
 "The Guardian and Wards Act, Sections 4(6), 11(2), 14(3), 22(2), 23, 40 1890 (VIII of 1890). and 50(2)".
- (8) After the entry relating to the Cinematograph Act, 1918 (II of 1918), the following entries shall be inserted, namely:—  
 "The Poisons Act, 1919 (XII Sections 2, 4(1) and (2) 8 and (9). of 1919).  
 The Charitable and Religious Trust Act, 1920 (XIV of Sections 1 (proviso) and 2". 1920).
- (9) After the entry relating to the Police (Incitement of Disaffection) Act, 1922 (XXII of 1922), the following entry shall be inserted, namely:—  
 "The Indian Banners Act, 1923 Sections 5, 6(e), 20, 29 and 34". (V of 1923).
- (10) After the entry relating to the Workmen's Compensation Act, 1923 (VIII of 1923), the following entry shall be inserted, namely:—  
 "The Musalman Wakf Act, 1923 Sections 2(6), 11 and 13". (XLII of 1923).
- (11) After the entry relating to the Indian Official Secrets Act, 1923 (XIX of 1923), the following entry shall be inserted, namely:—  
 "The Cotton Ginning and Pressing Factorles Act, 1925 Sections 3(3), 5(2), 11 and 13". (XII of 1925).
- (12) After the entry relating to the Provident Funds Act, 1925 (XIX of 1925), the following entry shall be inserted, namely:—  
 "The Indian Succession Act. Sections 3, 11, 264, 265, 294, 370(2)(e) 1925 (XXXIX of 1925). and 388". (Chief Commissioner of Manipur excluded).

*New Delhi, the 19th February 1952*

**S.R.O. 291.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Indian Power Alcohol Act, 1948, (XXII of 1948), the Central Government hereby specifies the 1st March 1952, as the date on which the said Act shall come into force in the areas of Vindhya Pradesh specified in the Schedule hereto annexed

SCHEDULE

1. Chattarpur.
2. Charkhari.
3. Datia.
4. Harpalpur.
5. Nowgong.

[No. 34-J.]

ORDER

*New Delhi, the 7th February 1952*

**S.R.O. 292.**—In exercise of the powers conferred by section 61 of the Civil Procedure Code, 1908 (V of 1908), the Central Government hereby declares that 40 per cent. of the agricultural produce of all agriculturists in the State of Bhopal shall be exempted from the liability to attachment or sale in execution of any decree passed against them.

[No. 31-J.]

A. N. SACHDEV, Under Secy.

*New Delhi, the 12th February 1952*

**S.R.O. 293.**—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

1. Kr. Chhatrapati Singh; and
2. Kr. Lokendra Bahadur Singh,

members of the family of the Ruler of Bijna State for the purposes of that entry.

This Ministry's notification No. 9-D, dated 7th January 1952 is hereby cancelled.

[No. 33-D.]

H. C. MAHINDROO, Under Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

HEADQUARTERS ESTABLISHMENT

*New Delhi, the 13th February 1952*

**S.R.O. 294.**—In continuation of the Ministry of Finance (Revenue Division) notification No. 66-Headquarters Establishment, dated the 18th December 1951, the following notification by the Income-tax Investigation Commission is published for general information:—

“NOTIFICATION

It is notified for general information that the Income-tax authority mentioned in column (1) of the table attached to this notice has been authorised with effect from the date mentioned in column (2) thereof by the Income-tax Investigation Commission without prejudice to his regular duties to be authorised official under section 6 of the Taxation on Income (Investigation Commission) Act, 1947, and that under the provisions of the said Act, any person (including a person whose case is not under investigation) who is required by the said authorised official in the course of the investigation:—

- (1) to produce accounts or documents; and/or
- (2) to give information in respect of such accounts or documents; and/or

(3) to attend in person and answer questions on oath; and/or

(4) to make or prepare statements on oath giving information on specified matters;

shall be bound to comply with his requirements notwithstanding anything in any law to the contrary. Failure to comply with the requirements of the said authorised official may amount to an offence under Chapter X of the Indian Penal Code.

Name and designation of the Authorised Official	Date from which authorised	Address of the headquarter office of the Authorised Official
1	2	3
Mr. J. Sen. Income-tax Officer, West Bengal.	25-1-1952	Avenue House (2nd Floor), 1/C, Chowringhee Square, Calcutta.

NEW DELHI;  
29th January, 1952

H. S. RAMASWAMI,  
Secretary,  
Income-tax Investigation Commission."

[No. 5.]  
(Sd.) Illegible, for Dy. Secy.

#### CUSTOMS

New Delhi, the 16th February 1952

**S.R.O. 295.**—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby appoints the under-mentioned officers of the Collectorate of Central Excise, Hyderabad and Mysore, to be Officers of Customs within their respective jurisdictions and to exercise the powers conferred and to perform the duties imposed on such officers, by the said Act:

1. the Collector of Central Excise.
2. all Assistant Collectors of Central Excise.
3. all Superintendents of Central Excise.
4. all Deputy Superintendents of Central Excise.
5. all Preventive Intelligence Inspectors of Central Excise.

[No. 28.]

**S.R.O. 296.**—In exercise of the powers conferred by section 188 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby empowers the Collector of Central Excise, Hyderabad and Mysore, who has been authorised to perform the duties of a Customs-Collector to hear any appeal from a decision or order passed by an Assistant Collector of Central Excise in the Collectorate of Central Excise, Hyderabad and Mysore who has been authorized to perform the duties of a Customs-Collector and directs that any person aggrieved by any such decision or order shall appeal to the said Collector of Central Excise Hyderabad and Mysore:

Provided that if between the date of the decision or order passed and the date of hearing of the appeal, the officer who gave the decision or passed the order has been promoted to be the Collector of Central Excise, Hyderabad and Mysore, the appeal shall lie to the Central Board of Revenue

[No. 30.]

E. RAJARAM RAO, Joint Secy.

## INCOME-TAX

*New Delhi, the 18th February 1952*

**S.R.O. 297.**—*Corrigendum*—In the Ministry of Finance (Revenue Division) Notification No. 127 (S.R.O. 2069), dated the 22nd December 1951, published in Part II—Section 3 of the *Gazette of India*, dated the 29th December 1951, the following correction shall be made, namely:—

Under the item "Certificate" for the words "Public Books Evidence Act, 1891", the words "Bankers' Books Evidence Act, 1891" shall be substituted.

[No. 8]

S. P. LAHIRI, Dy. Secy.

## CUSTOMS

*New Delhi, the 19th February 1952*

**S.R.O. 298.**—In exercise of the powers conferred by clause (1) of article 258 of the Constitution read with paragraph 19 of the Adaptation of Laws Order, 1950 as amended, the Central Government hereby cancels the notification of the Government of India in the late Finance Department (Central Revenues) No. 155-Customs, dated the 31st December 1938.

[No. 31.]

**S.R.O. 299.**—In exercise of the powers conferred by clause (a) of section 3 of the Sea Customs Act, 1878 (VIII of 1878), and clause (1) of article 258 of the Constitution read with paragraph 19 of the Adaptation of Laws Order, 1950 as amended, the Central Government hereby cancels the notification of the Government of India in the late Finance Department (Central Revenues) No. 154-Customs, dated the 31st December 1938.

[No. 32.]

D. P. ANAND, Dy. Secy.

## CENTRAL BOARD OF REVENUE

## CUSTOMS

*New Delhi, the 16th February 1952*

**S.R.O. 300.**—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby makes the following rules, namely:—

## RULES

1. The Officers of the Collectorate of Central Excise, Hyderabad and Mysore, who have been appointed Officers of Customs by the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 28-Customs dated the 16th February 1952, are required to prevent smuggling and enforce prohibitions or restrictions imposed or deemed to have been imposed under section 19 of the Sea Customs Act, 1878 (VIII of 1878), and are authorised to exercise within their respective jurisdictions all the powers conferred by Chapter XVII of the said Act, on Officers of Customs duly employed for the prevention of smuggling.

2. The following officers of the Collectorate of Central Excise, Hyderabad and Mysore, who have been appointed Officers of Customs by the aforesaid notification shall perform the duties of a Customs-Collector within their respective jurisdictions, namely:—

1. the Collector of Central Excise,
2. all Assistant Collectors of Central Excise.

[No. 29.]

D. P. ANAND, Secy.

## INCOME-TAX

*New Delhi, the 18th February 1952*

**S.R.O. 301.**—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendment shall be made in its Notification No. 32-Income-tax, dated the 9th November, 1946, namely:—

In the Schedule appended to the said notification under the sub-head "VII A Punjab, Mimachal Pradesh, Bilaspur, Patiala and East Punjab States Union" for the Ranges and Income-tax Circles mentioned against them, the following Ranges and Income-tax Circles shall be substituted, namely:—

**AMRITSAR.**

1. Amritsar.
2. Hoshiarpur.
3. Gurdaspur.
4. Jullundur.
5. Ludhiana.
6. Special Survey Circle, Amritsar [in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries (1) to (4) above].
7. Kapurthala.
8. Special Survey Circle, Patiala (in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circle, Kapurthala).

**AMBALA.**

1. Ambala.
2. Simla.
3. Salary Circle, Simla.
4. Karnal.
5. Special Survey Circle Amritsar [in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries (1) to (4) above].
6. Patiala.
7. Sangrur.
8. Special Survey Circle, Patiala [in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries (6) and (7) above].

**ROHTAK.**

1. Rohtak.
2. Hissar.
3. Ferozepur.
4. Special Survey Circle, Amritsar [in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries (1) to (3) above].
5. Bhatinda.
6. Mahendragarh.
7. Special Survey Circle, Patiala [in respect of persons who have their principal place of business in or reside in the jurisdiction of the Income-tax Circles specified in entries (5) and (6) above].

[No. 7.]

**S.R.O. 302.**—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922) and in partial modification of its Notification No. 32-Income-tax dated the 9th November 1946, the Central Board of Revenue directs that the Appellate Assistant Commissioner of Income-tax, Amritsar shall also, and the Appellate Assistant Commissioner of Income-tax Ambala shall not, perform his

functions in respect of the following persons for their income-tax appeals pertaining to the assessment years noted against each:—

1. M/s. Maya Dhar & Bros., Mandi	...	...	1949-50.
2. Shri Gokul Ram Confectioner, Mandi	...	...	1949-50.
3. M/s. Nainsukh Narain Pershad, Mandi	...	...	1949-50.
4. M/s. Nathuram Singham, Mandi	...	...	1949-50.
5. M/s. Deviram Lachhmandas, Mandi	...	...	1949-50.
6. M/s. Motiram Jaisingh, Mandi	...	...	1949-50.
7. Shri Hiralal, Advocate, Mandi	...	...	1949-50.
8. Shri Hiralal, Pleader, Mandi	...	...	1950-51.
9. M/s. Khalsa Stores, Mandi	...	...	1950-51.
10. Lala Kanshiram Verma, Mandi	...	...	1949-50.
11. The Cloth Yarn Co. Ltd., Mandi	...	...	1950-51.
12. M/s. Mohinder Singh Saraf & Sons, Mandi	...	...	1950-51.
13. Shri L. T. N. Bahl, Mandi	...	...	1949-50, 50-51.
14. M/s. Durgadas Lachhmandas, Suket	...	...	1950-51.
15. M/s. Munshiram Meharchaud, Bhujpur	...	...	1950-51.
16. M/s. Maldas Bhagwandas, Suket	...	...	1950-51.

[No. 9.]

K. B. DEB, Under Secy.

## MINISTRY OF COMMERCE AND INDUSTRY

### COFFEE CONTROL

*New Delhi, the 13th February 1952*

**S.R.O. 303.**—In exercise of the powers conferred by sub-section (3) of Section 4 of the Coffee Market Expansion Act, 1942 (VII of 1942), the Central Government, on the recommendation of the United Planters' Association of South India, Coonoor (Nilgiris), hereby re-nominate Mr. C. L. J. Humphreys, Santagherry Estate, Sunti-koppa P.O., Coorg, who had resigned his membership, as a member of the Indian Coffee Board.

[No. 13(2)-Plt/50.]

*New Delhi, the 20th February, 1952*

**S.R.O. 304.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Indian Power Alcohol Act, 1948 (XXII of 1948) the Central Government hereby specifies the 1st March 1952 as the date on which it shall come into force in such areas of Punjab as are specified in the Schedule annexed hereto.

[No. 48(22)-T&amp;P/50(Plant).]

### SCHEDULE

Tehsil	District	State
Bahadurgurh . . . . .	Rohtak	Punjab (I)
Mahm . . . . .	Do.	Do.
Sonepat . . . . .	Do.	Do.
Jhajjar . . . . .	Do.	Do.
Gohana . . . . .	Do.	Do.
Kharkhauda . . . . .	Do.	Do.
Ellenabad . . . . .	Hissar	Do.
Sirsa . . . . .	Do.	Do.
Kalanwali . . . . .	Do.	Do.
Tobana . . . . .	Do.	Do.
Panipat . . . . .	Karnal	Do.
Smalkha . . . . .	Do.	Do.
Ballebgarh . . . . .	Gurgaon	Do.
Faridabad . . . . .	Do.	Do.
Gurgaon . . . . .	Do.	Do.
Palwal . . . . .	Do.	Do.
Sohna . . . . .	Do.	Do.
Rewari . . . . .	Do.	Do.
Pataudi . . . . .	Do.	Do.

[No. 48(22)-T &amp; P/50 (Plant).]

M. R. A. BAIG, Dy. Secy.

Bombay, the 16th February 1952

**S.R.O. 305.**—In exercise of the powers conferred by sub-clause (1) of clause 22 of the Cotton Textiles (Control) Order, 1948, I hereby direct that the following further amendments shall be made in the Textile Commissioner's notification No. 9(9)-Tex.1/49(ii) dated the 19th March 1949, namely:—

In column 10 of the Schedule of Realisation Multipliers in Annexure A 11 to the said notification—

- (i) the existing entry against Groups I to VI shall be lettered as entry (a) and after the said entry as so lettered the following entry also shall be inserted against the said Groups I to VI, namely:—

“(b) An allowance of 6 annas per lb. of yarn woven from ‘Laxmi’ cotton is permissible for the warp and weft yarn in cloth linked to Group VI provided that such cotton complies with the proviso to clause 4 of the Textile Commissioner's notification No. 1(57)-Tex.2/50, dated the 21st August 1950”.

- (ii) the existing entry against Groups VII and VIII shall be lettered as entry (a) and after the note of the said entry as so lettered the following entry also shall be inserted against the said Groups VII and VIII, namely:—

“(b) An allowance of 6 annas per lb. of yarn woven from ‘Laxmi’ cotton is permissible for the warp and weft yarn in cloth linked to Groups VII and VIII provided such cotton complies with the proviso given at the end of paragraph 4 of the Textile Commissioner's Notification No. 1(57)-Tex.2/50, dated the 21st August 1950.”

T. SWAMINATHAN,  
Textile Commissioner.  
[No. 9(9)-CT(A)/32.]

S. A. TECKCHANDANI, Under Secy.

New Delhi, the 18th February 1952

**S.R.O. 306.**—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby direct that the following amendment shall be made in the notification of the Government of India in the Ministry of Commerce and Industry No. S.R.O. 579, dated the 21st April 1951, namely:—

For the schedule annexed to the said notification, the following Schedule shall be substituted, namely:—

#### SCHEDULE

Goods (1)	Maximum price (2)
Indian Casein—	
(a) Crude, conforming to the following specifications:—	Rs. 2,500 per ton
Moisture . . . . .	Not more than 10%
Fat . . . . .	Not more than 2.5% calculated on moisture free basis.
Ash . . . . .	Not more than 7% calculated on moisture free basis.
Nitrogen . . . . .	Not less than 13.0% on fat, moisture and ash free basis.
Total acidity . . . . .	Not more than 14.0 c. c. of N/10 alkali per gramme calculated on moisture, ash and fat free basis.



(b) Finest refined quality, conforming to the following specifications :—

Rs. 2,800 per ton

Colour . . .	White or light cream.
Odour . . .	Nearly odorless with not more than a trace of sourness.
Moisture . . .	Not more than 10%
Fat . . .	Not more than 1% calculated on moisture free basis.
Ash . . .	Not more than 4% calculated on moisture free basis.
Nitrogen . . .	Not less than 14.25% calculated on moisture, ash and fat free basis.
Total acidity . . .	Not more than 10.5 c. c. of N/10 alkali per gramme calculated on moisture, fat and ash free basis.

NOTE.—The term “casein” used in the specifications refers to the principal protein present in milk prepared by treating skimmed milk with dilute acids like acetic or hydrochloric acid or precipitation by lactic acid formed by bacterial action from the lactose present in the milk. The separated casein is washed pressed, dried and ground to powder.

[No. 10(1)-PC/50.]

## ORDERS

New Delhi, the 16th February 1952

**S.R.O. 307**—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in supersession of the notification of the Government of India in the Ministry of Commerce and Industry No. PC-7(2)/50, dated the 13th July 1951, the Central Government hereby fixes in the Schedule annexed here to the maximum prices of certain varieties of Soda Ash (Commercial) which may be charged by dealers and producers.

### SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of Soda Ash (Commercial)	Maximum price that may be charged by a producer or an importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
1. Light Soda Ash (Imported from U.K.).	Bombay—Rs. 23-14-0 per cwt. <i>ex-godown</i> /F.O.R. Calcutta—Rs. 23-10-0 per cwt. <i>ex-godown</i> /F.O.R. Madras—Rs. 23-10-0 per cwt. <i>ex-godown</i> /F.O.R. Gauhati—Rs. 28-4-0 per cwt. <i>ex-godown</i> /F.O.R.	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from any of the localities specified in column 2 to the place of destination, and	The price specified in column 3 PLUS a margin not exceeding annas eight per bag of 1 cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per bag of 1 cwt.

1	2	3	4	5
	Dhubri—Rs. 27-12-0 per cwt. ex-godown/ F.O.R.	(b) handling charges not exceeding annas eight per bag of 1 cwt. Ditto	The price specified in column 3 PLUS a margin not exceeding annas eight per bag of 1 cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per bag of 1 cwt.
2. Light Soda Ash (Indigenous).	Mithapur—Rs. 22-5-0 per cwt. ex-works. Dharangadhara—Rs. 22-5-0 per cwt. ex-works.			
3. Heavy Soda Ash (Imported from U.K.)	Bombay—Rs. 23-14-0 per cwt. ex-godown/ F.O.R. Calcutta—Rs. 23-10-0 per cwt. ex-godown/ F.O.R. Madras—Rs. 23-10-0 per cwt. ex-godown/ F.O.R.	Ditto	Ditto	Ditto
4. Khewra (Pakistan) Soda Ash.	Rs. 30-11-0 per cwt. F.O.R. India/ Pakistan Border.	Ditto	Ditto	Ditto
5. Magadi Soda Ash (Imported).	Bombay—Rs. 19-14-0 per cwt. ex-godown/F.O.R. Calcutta—Rs. 19-10-0 per cwt. ex-godown/F.O.R. Madras—Rs. 19-8-0 per cwt. ex-godown/ F.O.R.			

NOTE.—These prices are exclusive of local taxes, such as Sales Tax, Octroi etc., which may be charged extra.

[No. PC-7 (2)/50.]

**S.R.O. 308**—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in supersession of the notification of the Government of India in the Ministry of Commerce and Industry, No. S.R.O.-720, dated the 12th May 1951, the Central Government hereby fixes in the Schedule annexed hereto the maximum prices of certain varieties of Caustic Soda which may be charged by dealers and producers.

#### SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of Caustic Soda	Maximum price that may be charged by an importer in certain specified localities	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
1. Caustic Soda (Solid) 98/99% 1 cwt. drums (Imported from U.K.).	Bombay—Rs. 40-12-0 per cwt. F.O.R. Calcutta—Rs. 40-8-0 per cwt. F.O.R. Madras—Rs. 40-8-0 per cwt. F.O.R.	The price specified in column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from any of the localities specified in column 2 to the place of destination, and	The price specified in column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

(1)	(2)	(3)	(4)	(5)
		(b) handling charges not exceeding annas eight per cwt.		
2. Caustic Soda (Solid) 99/100% 661-lb. drums (Imported from U.K.).	Bombay—Rs. 40-8-0 per cwt. F.O.R. Calcutta—Rs. 40-4-0 per cwt. F.O.R. Madras—Rs. 40-4-0 per cwt. F.O.R.	Ditto	The price specified in column 3 PLUS margin not exceeding annas eight per cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.
3. Caustic Soda (Solid) 98/99% 661 lb. drums (Imported from U.K.).	Bombay—Rs. 38-0-0 per cwt. F.O.R. Calcutta—Rs. 37-12-0 per cwt. F.O.R. Madras—Rs. 37-12-0 per cwt. F.O.R. Gauhati—Rs. 42-11-0 per cwt. F.O.R. Dhubri—Rs. 42-2-0 per cwt. F.O.R.	Ditto	Ditto	Ditto

NOTE.—These prices are exclusive of local taxes, such as Sales Tax, Octroi etc., which may be charged extra.

[No PC.7(8)/50.]

C. R. NATESAN, Dy. Secy.

## MINISTRY OF FOOD AND AGRICULTURE

New Delhi, the 11th February 1952

**S.R.O. 309.**—The following draft of a further amendment to the Indian Lac Cess Rules, which it is proposed to make in exercise of the powers conferred by Sub-Section (1) of Section 8 of the Indian Lac Cess Act, 1930 (XXXIV of 1930) read with clause (o) of sub-section (2) of that Section is published as required by the said sub-section (1) for the information of all persons likely to be effected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th March, 1952.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

### Draft Amendment

In Rule 20 of the said Rules (a) After sub-rule (4) the following new sub-rule shall be inserted, namely:—

“(4A) A subsidiary current account may be opened and operated by the Secretary for meeting the cost of administration and bills relating to supply and services, a certain specified amount being transferred each month to this account by the President on receipt of monthly statement of account.”

(b) Sub-rule (5) shall be renumbered and lettered as clause (a) and after clause (a) as so lettered the following new clause shall be added, namely:—

(b) “Cheques drawn against the subsidiary current account, referred to in sub-rule (4A) above, shall be signed along by the Secretary, Indian Lac Cess Committee.”

[No. F.4-72/51-Com.I.]

S. D. UDHRAIN, Under Secy.

## AGRICULTURE

*New Delhi, the 15th February 1952*

**S.R.O. 310.**—The following draft of a further amendment to the Tobacco Grading and Marking Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937), is published as required by the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 15th March 1952.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

*Draft Amendment*

In Schedule II to the said Rules in Column 4 under the heading "Body and condition" against the grade designation 'PL' in column I after the words "Perished-Leaf" the words "or strips" shall be inserted.

[No. F. 3-3/52-Dte.II.]

T. M. GURBAXANI, Under Secy.

## MINISTRY OF INFORMATION AND BROADCASTING

*New Delhi, the 15th February 1952*

**S.R.O. 311.**—*Corrigendum.*—In Section 3 of Part II of the *Gazette of India*, dated January 19, 1952 under the heading "Ministry of Information and Broadcasting" omit S.R.O. 92.

[No. 35(6)50-F.]

A. S. BHATNAGAR, Under Secy.

## MINISTRY OF RAILWAYS

(Railway Board)

*New Delhi, the 19th February 1952*

**S.R.O. 312.**—In exercise of the powers conferred by the notification of the Government of India in the late Department of Commerce and Industry, No. 801, dated the 24th March, 1905, and in pursuance of sub-section (4) of section 47 of the Indian Railways Act, 1890 (IX of 1890), the Railway Board hereby sanctions the making of the following further amendments by the Bombay Port Trust Railway, in the rules, published with the notification of the Railway Board No. 24-T-16, dated the 16th October 1923, namely:—

In the said rules, under the heading "Demurrage on Wagons"—

(1) For rule (f) the following rule shall be substituted, namely:—

"(f) The free time for loading, unloading or re-booking wagons shall be nine working hours;

Wagons detained in excess of the free time by reason of Forwarding Notes not having been submitted in time or otherwise due to default of or at the request of the consignors will also be under demurrage.

Provided that in respect of wagons placed in position for loading, unloading or re-booking before 12 noon, the free time shall end at the end of working hours the same day."

(2) For clause (III) of rule (h) the following clause shall be substituted, namely:—

"(III) On any empty wagon, which a consignor has asked for, after the expiry of four working hours from the time the wagon is placed in position for loading in the Dock Siding until it is loaded.

Wagons detained in excess of the free time by reason of Forwarding Notes not having been submitted in time or otherwise due to default of or at the request of the consignor will also be under demurrage."

[No. 721-TG.]

S. K. GUHA, Joint Director, Traffic.

## MINISTRY OF TRANSPORT

## PORTS

*New Delhi, the 14th February 1952*

**S.R.O. 313.**—The following draft of an amendment in the Rules published with the notifications of the Government of India, as specified in the Schedule hereto annexed, which it is proposed to make in exercise of the powers conferred by sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), is published, as required by sub-section (2) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 24th March, 1952

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

*Draft Amendment*

In the said Rules, for the words "Port Officer" wherever they occur, the words "Deputy Conservator of the Port" shall be substituted.

*Schedule*

1. Government of India in the late War Transport Department notification No. 11-P(4)/42, dated the 30th March 1943, as amended by the notification of the Government of India in the late War Transport Department No. 19-P(99)/43, dated the 21st November, 1944.

2. Government of India in the Ministry of Transport Notification No. 19-P(38)/47-I, dated the 22nd June 1949.

3. Government of India in the Ministry of Transport Notification No. 19-P(38)/47-II, dated the 22nd June 1949.

4. Government of India in the late Department of Transport (India) Notification No. 11-P(63)/41, dated the 11th August, 1947

[No. 6-P(49)/51.]

**S.R.O. 314.**—In exercise of the powers conferred by sub-section (1) of section 35 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that with effect from the 1st April 1952, the following amendment shall be made in the notification of the Government of India in the Ministry of Transport No. 14-P(35)/50, dated the 12th April 1950, specifying the fees for services rendered at the Port of Kandla, namely:—

In the schedule to the said notification under the heading "I. Charges for loading into or unloading from Railway Wagons, motor lorries or carts or shifting from one place to another place in Port area are as under" under the item (c) "Import cargo removed from the R. C. C. Pier to the Transit Shed or open including unslinging" for entries (i) and (ii) the following entries shall be substituted; namely:—

- |   |                     |
|---|---------------------|
| "(1) General cargo including heavy lifts. | Rs. 3 -4-0 per ton. |
| (2) Bag cargo including cement.           | Rs. 2-10-0 per ton. |
| (3) Foodgrains on Government account.     | Rs. 2- 6-0 per ton. |
| (4) Motor cars.                           | Rs. 12-8-0 each     |
| (5) Motor Trucks.                         | Rs. 17-8-0 each.    |

*Note.*—The above charges also cover charges for the following services rendered by the contractors:

- (1) Stacking the cargo in transit area.
- (2) Shifting and sorting of cargo.
- (3) Watching.
- (4) Custody of cargo, and
- (5) Delivery to proper owner."

[No. 14-P(35)/50.]

*New Delhi, the 15th February 1952*

**S.R.O. 315.**—In exercise of the powers conferred by clause (j) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the following further amendment shall be made in the rules regarding charges at the Port of Cochin for the hire of port craft, plant, and appliances published with the notification of the Government of India in the late Department of Communications No. 11-P(53)/41, dated the 29th January 1942, the same having been previously published as required by sub-section (2) of the said section, namely:—

In the said notification, for rule 5 of the following rule shall be substituted, namely:—

"5. For the purpose of these rules—

(a) "day" means the period from 6 A.M. to 6 P.M. and "night" means the period from 6 P.M. to 6 A.M.

(b) 'Period of hire' means

(i) in the case of floating craft the period from the time the floating craft leaves her moorings or previous duty whichever is later, to the time she returns to her moorings or attends subsequent duty, whichever is earlier;

(ii) in the case of port craft plant and appliances other than floating craft, from the time the plant is made available to the hirer till it is actually returned to the port".

[No. 6-PII(6)/51.]

**S.R.O. 316.**—In exercise of the powers conferred by clause (j) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the following further amendments shall be made in the rules regarding the rates to be paid for the use at the Port of Cochin of the tug "Cochin" published with the notification of the Government of Madras in the Finance (Marine) Department No. 17, dated the 20th February 1934, the same having been previously published as required by sub-section (2) of the said section, namely:—

In the said rules—

1. To rule 2 the following proviso shall be added:

"Provided that charges at the rates prescribed for night hire shall be levied for every hour or part thereof which extends over both day and night".

2. After rule 3, the following rule shall be added:—

"4. For the purpose of these rules—

(a) "Period of hire" means the period commencing from the time the tug leaves her moorings or previous duty whichever is later, to the time she returns to her moorings or attends subsequent duty whichever is earlier.

(b) "Day" means the period from 6 A.M. to 6 P.M. and "night" means the period from 6 P.M. to 6 A.M."

[No. 6-PII(6)/51.]

T. S. PARASURAMAN, Dy. Secy.

## MINISTRY OF LABOUR

### CORRIGENDUM

*New Delhi, the 12th February 1952*

**S.R.O. 317.**—In the notification of the Government of India in the Ministry of Labour No. S.R.O. 138, dated, the 18th January, 1952, printed on page 129 of Part II, Section 3 of the *Gazette of India*, dated the 26th January, 1952, for "the payment is actually made" read "the claim becomes payable."

[No. P.F.5(21)/51.]

*New Delhi, the 12th February 1952*

**S.R.O. 318.**—In exercise of the powers conferred by sub-section (1) of section 17 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby empowers the District Magistrates of Bastar and Raigarh in the State of Madhya Pradesh to grant licence to any person to act as local forwarding agent within the limits of their respective districts, on behalf of an employer or employers of labourers.

[No. PL.145/EMG(2)/I.]

**S.R.O. 319.**—In exercise of the powers conferred by the proviso to sub-section (1) of section 16 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), read with the notification of the Government of India in the Ministry of Labour No. AL.135/EMG(58), dated the 14th June 1950, the Central Government hereby declares that the provisions of sub-section (3) of section 17 of the said Act, shall apply to the districts of Bastar and Raigarh in the State of Madhya Pradesh, subject to the relaxation specified below:—

An application made by an employing interest under sub-section (2) of section 17 of the Act may be entertained, if the Controller of Emigrant Labour, has certified that the employing interest making the application has made proper provision for the forwarding, accommodation and feeding of the assisted emigrants on their journey to the tea estates on which they are to be employed.

[No. PL.145/EMG(2)/II.]

**S.R.O. 320.**—In exercise of the powers conferred by sub-section (3) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the District Magistrates, Bastar and Raigarh Districts, and Sub-divisional Magistrates, Jashpur and Udaipur sub-divisions of Raigarh district in the State of Madhya Pradesh, with the powers of the Controller under sub-clauses (iv) and (v) of clause (a) and clauses (b), (c) and (d) of section 4 and under section 33, 34 and 35 of the Act in respect of their districts or sub-divisions, as the case may be.

[No. PL.145/EMG(2)/III.]

**S.R.O. 321.**—In exercise of the powers conferred by sub-section (4) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the Civil Surgeons in the Bastar and Raigarh Districts, with the powers of the Controller under sub-section (1) of section 33 and sub-section (1) of section 35 of the said Act, to be exercised within their respective jurisdictions.

[No. PL.145/EMG(2)/IV.]

SADASHIVA PRASAD, Dy. Secy.

*New Delhi, the 13th February 1952*

**S.R.O. 322.**—On the termination of the period of his deputation ex-India, Shri P. K. Sathe resumed charge of his duties as officiating Deputy Chief Adviser Factories, Ministry of Labour, with effect from the forenoon of the 28th January 1952.

[No. Fac.25(140).]

K. N. NAMBIAR, Under Secy.

*New Delhi, the 19th February 1952*

**S.R.O. 323.**—In exercise of the powers conferred by clause (1) of regulation 29 of the Indian Coal Mines Regulations, 1926, the Central Government hereby appoints with effect from the 4th January 1952, Shri B. H. Engineer, as a Member of the Board of Examiners constituted under the said regulation for a term of three years vice Shri U. N. Mondal resigned.

[No. M-43(1)54.]

P. N. SHARMA, Under Secy.

*New Delhi, the 12th February 1952*

**S.R.O. 324.**—The following draft of certain further amendments to the Industrial Disputes (Central) Rules, 1947, which it is proposed to make in exercise of the powers conferred by section 38 of the Industrial Disputes Act, 1947 (XIV of 1947), is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 15th March 1952. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

*Draft Amendments*

In the said Rules—

1. In rule 2, after clause (f) the following clause shall be inserted, namely:—

“(g) With reference to clause (g) of section 2 of the Act it is hereby prescribed that, in relation to an industry carried on by or under the authority of a Department of the Central Government, the officer in charge of the industrial establishment shall be the ‘employer’ in respect of that establishment.”

2. To rule 36 the following further proviso shall be added, namely:—

“Provided that where a registered trade Union neglects or fails to furnish the information called for under rule 35, within one month of the date of the notice requiring it to furnish such information the members of such Union shall for the purpose of this rule be treated as non-members.”

3. In rule 43, after sub-rule (4) the following sub-rule shall be added, namely:—

“(5) Every workman entitled to vote at an electoral constituency shall have as many votes as there are seats to be filled in the constituency.”

4. In rule 45—

(a) for sub-rule (1) the following sub-rule shall be substituted, namely:—

“(1) The Committee shall have among its office bearers a Chairman, a Vice-Chairman, a Secretary and a Joint Secretary.”

(b) for sub-rule (4), the following sub-rule shall be substituted, namely:—

“(4) The Committee shall elect the Secretary and the Joint Secretary, one of whom shall be from among the representatives of the employers and the other from among the representatives of the workmen:

Provided that the same post shall not be held by a representative of the employer or the workmen, as the case may be, for two consecutive years.”

[No. LR-1(70).]

**ORDER**

*New Delhi, the 16th February 1952*

**S.R.O. 325.**—Whereas the Central Government is of opinion that an industrial dispute exists between the Bank of India Limited, Bombay, and its workmen concerning the writing of pass books by ledger keepers employed in the Bank;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal constituted by the notification of the Government of India in the Ministry of Labour No. S.R.O. 35, dated the 5th January, 1952.

[No. LR-100(12).]

S. NEELAKANTAM, Dy. Secy.



*New Delhi, the 16th February, 1952*

**S.R.O. 326.—Corrigendum.**—In the schedule to the Order of the Government of India in the Ministry of Labour No. S.R.O. 42, dated the 8th January 1952 published at page 58 of the *Gazette of India Extraordinary*, Part II, Section 3, dated the 8th January 1952, for the entry "D. P. Sharma" in column 2 read "J. P. Sharma".

[No. LR-100(9).]

*New Delhi, the 19th February 1952*

**S.R.O. 327.—Corrigendum.**—In each of the orders of the Government of India in the Ministry of Labour No. S.R.O. 306, dated the 16th May, 1951, and No S.R.O. 63, dated the 10th January 1952, published in Part II Section 3 of the *Gazette of India*, dated the 26th May 1951 and 12th January 1952 respectively, for the words "Messrs Bird & Company Limited" read "Messrs Standard Coal Co. Ltd."

[No. LR-4(200).]

*New Delhi, the 12th February 1952*

**S.R.O. 328.**—In pursuance of clause (c) of section 2 of the Industrial Employment (Standing Orders) Act, 1946 (XX of 1946), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Labour No. LR-11(100), dated the 26th September 1950, namely:

In Column 3 of the Schedule to the said notification, against the entry, "Vindhya Pradesh" for the words "Director of Industries, Vindhya Pradesh", the words "Secretary to the Chief Commissioner in Commerce and Industries Department, Vindhya Pradesh" shall be substituted.

[No. LR-11(100).]

**S.R.O. 329.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the Central Bank of India Limited and its workmen relating to the termination of the services of Shri Raghunath Kapoor.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1 GURUSADAY ROAD, BALLYGUNGE, CALCUTTA-19

Reference No. 1 of 1952.

Before Shri K. S. Campbell-Furi, B.A., LL.B., *Chairman*.

#### PARTIES

The Central Bank of India Ltd. and its Treasurers and Investing Agents, Messrs. Bishamber Nath and Brothers;

#### AND

The Uttar Pradesh Bank Employees Union in respect of the termination of the services of Shri Raghunath Kapoor, former cashier in the Central Bank of India, Ltd., Moradabad.

#### AWARD

This is a Reference whereby an industrial dispute between the Central Bank of India Ltd. and its Treasurers and Investing Agents, Messrs. Bishamber Nath and Brothers on the one hand and the Uttar Pradesh Bank Employees Union on the other hand, in respect of the matter specified in the Schedule annexed with Government of India Notification No. LR.100(6), dated 24th December 1951 was sent to this Tribunal for adjudication. The schedule reads as follows:

#### Schedule

Whether the termination of the services of Shri Raghunath Kapoor, former cashier in the Central Bank of India Ltd., Moradabad, was justified

and, if not, whether he should be reinstated, suitably compensated or granted some other relief.

2. The said Reference was received in this office on 2nd January 1952. The usual notices were yet to be issued in due course and meanwhile a copy of the communication No. 14/84/370, dated 31st December 1951 emanating from the head office of the Central Bank of India Ltd. addressed to the Under Secretary, Government of India, Ministry of Labour, New Delhi, was received on the same day i.e., on 2nd January 1952. In this communication this Tribunal was also informed that Shri Raghunath Kapoor, the employee concerned, was reinstated and that there was no dispute for Reference to the Industrial Tribunal at Calcutta. It was requested to the Under Secretary that necessary orders withdrawing the case from the Industrial Tribunal at Calcutta be issued.

3. In view of the position explained by Shri H. C. Captain, Managing Director, Central Bank of India Ltd. notices were not issued and enquiry was made from the employee concerned on the subject through U.P. Bank Employees Union. The General Secretary of the U.P. Bank Employees Union, Maithan, Agra in his letter No. 157/52, dated 29th January 1952 in reply advised to the effect that the employee has been reinstated by the Bank but before the intimation was to be sent to the Government, Notification had already been issued referring the case to this Tribunal and that no further action is needed.

4. In the circumstances, it is abundantly clear that the Reference has become infructuous inasmuch as the employee concerned has been taken back in service and the U.P. Bank Employees Union, on whose motion this Reference was made, has no grievance to be redressed in this respect. In the result the dispute referred to has been settled before the issue of notices and needs no adjudication. Awarded accordingly.

K. S. CAMPBELL-PURI, *Chairman*,  
Central Govt. Industrial Tribunal, Calcutta.

CALCUTTA;  
4th February, 1952.

[No. LR-100(6).]

**S.R.O. 330.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal, Calcutta, in respect of certain applications under Section 33-A of the said Act preferred by workmen of the Bharat Bank Ltd.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1 GURUSADAY ROAD, BALLYGUNGE, CALCUTTA-19.

Before Shri K. S. Campbell-Puri, B.A., LL.B., *Chairman*.

In the matter of applications preferred by the employees of Bharat Bank Ltd., through U.P. Bank Employees Union, under Section 33-A of the Industrial Disputes Act (as amended).

#### *Appearances:*

Shri A. C. Kakkar of U.P. Bank Employees Union for the applicants.

Shri T. P. Halviya in person.

Shri M. M. Gupta for Bharat Bank.

#### 89 AWARDS

1. Of the 140 applications emanating from Uttar Pradesh State and admitted during the pendency of the proceedings in general Bank Reference (Notification No. LR.2(273), dated 21st February 1950), 91 applications relate to Bharat Bank Ltd. Two out of these in the name of Prem Narain Mahrotra and Banwari Upadhaya, however, were admitted twice. These were taken up at their previous numbers viz Sl. No. 19 and Sl. No. 32 with the result that Sl. Nos. 53 and 87 of the Cause List were deleted.

2. Now under the provisions of Section 33-A each application constitutes a separate unit but with the concurrence of the parties rather on their very suggestion, these 89 applications were heard groupwise and as such it would be convenient to adjudicate upon them simultaneously as well as to give a separate award in the name of each applicant. I propose accordingly.

## GROUP I—HEAD CASHIERS:

- (1) Kailash Nath Bariwal.
- (2) Nand Kishore Gupta.
- (3) Lachman Pd. Aggrawal.
- (4) Bal Chand Jain.
- (5) Prem Kishore Arora.
- (6) Amba Prosad Garg.

3. All the above mentioned employees were discharged on 12th April 1951 on the ground that Bharat Bank had ceased to function on account of the transfer of liabilities and assets to Punjab National Bank; and in the circumstances the staff had become surplus to their requirements. It was argued on their behalf by the Union representative that the order of discharge was passed during the pendency of proceedings of the general Bank Reference No. L.R.2(273), dated 21st February 1950 without having obtained the necessary permission from the Tribunal and as such the provisions of section 33 were violated. It was next urged that these petitioners were members of the Union and were discharged on account of their trade union activities. Shri Kakar replying to the preliminary objection raised by the other side that Head Cashier is an officer and does not satisfy the definition of workman, relied on Delhi State Bank disputes award of this Tribunal (published in the *Gazette of India*, dated 30th December 1950), wherein Head Cashiers have been held as workmen. It was further stressed that the Head Cashiers in Bharat Bank are more or less account clerks drawing a salary of Rs. 100 or so on the lines of clerical staff and have no controlling or directional power.

4. Shri Gupta on behalf of the Bank controverted the argument and maintained that a Head Cashier is one incharge of the cash and as such is an officer. On merits it was submitted that Bharat Bank had ceased functioning as a Banking institution and had closed their branches due to financial embarrassment and that the services of the employees were terminated in good faith on payment of one month's salary according to the bye-laws of the Bank.

5. In regard to the preliminary objection viz. 'a Head Cashier does not satisfy the definition of workman', it has been fully discussed and answered in the Delhi State Bank disputes award (published in the *Gazette of India*, dated 30th December 1950, and in the light of the finding previously given the same is repelled. On merits it is an admitted fact that the Bank has transferred its liabilities and assets to Punjab National Bank and the latter has taken over the Banking business. It is, therefore, no use pursuing the question of reinstatement of the discharged employees by the Bharat Bank, though it is a different matter as to who and how many can be absorbed by the Punjab National Bank which is not a party to these proceedings.

6. Coming to the question of retrenchment relief or compensation, I have already allowed half month's salary for each completed year of service in previous cases, and I see no good reason to treat these cases of Head Cashiers on different footing and Judged in this view the decision in each case is as follows:

(1) KAILASH NATH BARIWAL (Application No. 53):

He joined the Bank's service on 1st November 1943 and was a permanent employee of the Bank. He is entitled to half month's salary plus allowances for each completed year of service at the rate of salary and allowances that he was drawing on the date of his discharge. Awarded accordingly.

(2) NAND KISHORE GUPTA: (Application No. 61):

He joined the Bank's service on 21st April 1943 and was a permanent employee. His services came to close on 12th April 1951. The Bank is directed to pay him half month's salary plus allowances for each completed year of service at the rate of salary and allowances that he was drawing on the day of discharge.

(3) LACHMAN PROSAD AGARWAL: (Application No. 90):

The petitioner joined the Bank's service on 1st February 1944 and his services were terminated on 21st April 1951 vide Head Office letter dated 12th April 1951. He is entitled to the same relief viz. half month's salary plus allowances for each completed year of service and the Bank is directed to pay the amount at the rate of salary and allowances that he was drawing on the date of his discharge.

## (4) BAL CHAND JAIN: (Application No. 115):

The petitioner had been working in the Bharat Bank since 19th June 1944 and his services were terminated on 24th April 1951. He will get half month's salary plus allowances for each completed year of service as compensation at the rate existing at the time of discharge. The Bank is directed to carry out the direction within one month from the date when the award becomes operative.

## (5) PREM KISHORE ARORA (Application No. 119):

Shri Arora joined the Bank's service on 6th June 1945 at its Dhampur Branch and was discharged on 12th April 1951. The retrenchment relief in his case will also be paid at the rate of half month's salary plus allowances for each completed year of service at the rate of salary and allowances that he was drawing at the time of his discharge.

## (6) AMBA PROSAD GARG (Application No. 125):

He joined the Bank's service on 1st July 1945 and was retrenched on 14th April 1951. The usual retrenchment relief at the rate of half month's salary for each completed year of service plus allowances is allowed. The Bank is directed to carry out the direction within one month from the date when the award becomes operative, in all the above mentioned cases.

## GROUP II—ACCOUNTANTS:

- (1) Har Prosad Jain.
- (2) C. B. Tiwari.
- (3) Banwari Upadhyia.
- (4) Saligram Sharma.
- (5) Jagat Narain Kacker.
- (6) L. B. Jain.

7. The number of Accountants whose services were terminated on 12th April 1951 on the plea that Bharat Bank had amalgamated with Punjab National Bank and the staff had become surplus is six as mentioned above. It was argued on their behalf by the Union representative that the discharge of Accountants was wholly unjustifiable inasmuch as they were never consulted before closing the show and were thrown out of job at a stage when they had put in long faithful service. It was further argued that the nature of their work was such that they could be easily given the option of alternate job in Punjab National Bank with whom the amalgamation is said to have been made. Replying to the preliminary objection raised by the Bank *viz.* that Accountants are officers it was argued that Accountants have already been held as workmen in the Delhi State Bank disputes award because they had no managerial duty to perform and were working under the guidance and supervision of the Manager.

8. Shri M. M. Gupta, Bank representative, in support of the preliminary objection reiterated the same arguments advanced in the case of Head Cashiers. On merits it was submitted that the Branches were closed owing to the shrinkage of work and consequent losses and as such the management had no alternative but to retrench the services of the staff. It was also argued that they were paid one month's salary in lieu of notice according to the bye-laws and were not entitled to any other relief. Finally, it was emphasised that when the branches were closed on account of financial inability retrenchment relief could not be awarded.

9. Now so far the question of reinstatement is concerned suffice it to say that in the case of Bharat Bank the Tribunal did not see its way to allow reinstatement in any one of the cases while dealing with the general Bank Reference after the alleged amalgamation of the Bank with the Punjab National Bank, and it is futile to ask for reinstatement at this stage when admittedly Punjab National Bank has taken over the responsibility so far Banking business is concerned. The only other relief is one of compensation. The argument advanced in this connection by the Bank was that the Branches were closed on account of financial inability and they could not afford to pay.

10. The question of retrenchment relief which is sometimes called Severance Pay and more frequently unemployment compensation has been the subject of discussion since long and as a general rule it is well recognized now that workers must receive some compensation at the time of severing their connection with the

employer. In some of the labour charters of foreign countries this payment has become a part of the agreements wherein a specific stipulation is laid down to that effect. The basic idea is also to deter the employers from easy dismissals as well as to enable the retrenched worker to have something with him to ward off the wolf of hunger for sometime during his search for a fresh job. Retrenchment relief in other words is designed to serve a purpose similar to that of unemployment insurance and it cannot be lightly brushed off with the argument that the retrenchment was occasioned on account of financial inability and that the Bank cannot afford to pay as urged by the Bank representative. The argument accordingly to my mind is fallacious and it appears that it is being conveniently forgotten that the closure of the branches was of no fault of the employees. At one time they gave their life blood in promoting the Bank's business and have now been thrown out of employment abruptly for reasons in which they had no hand. I need hardly enter into the discussion as to whether the employer actually suffered by this amalgamation or how did they fare in the arrangement made with the Punjab National Bank. But, I have no hesitation in coming to the conclusion that those who have put in several years' service were entitled to some retrenchment relief as compensation.

11. Now this Tribunal has already allowed retrenchment relief at the rate of half month's salary plus allowances for each completed year of service in previous cases and the same measure will be applied in these cases also. The result is as follows:—

(1) HAR PROSAD JAIN (Application No. 27):

Shri Jain joined the Bank's service on 10th July 1943 and his services came to close on 14th April 1951. He will get the usual retrenchment relief of half month's salary plus allowances for each completed year of service at the rate of salary and allowances that he was drawing at the time of his discharge. The Bank is directed to pay the applicant within one month from the date when the award becomes operative.

(2) C. B. TIWARI (Application No. 41):

The petitioner joined the Bank's service on 20th November 1943 as a clerk and after having put in more than 7 years service was discharged on 12th April 1951 when he was working as an Accountant. He is entitled to half month's salary plus allowances for each completed year of service and the Bank is directed to pay him at the rate that he was drawing at the time of his discharge within one month from the date when the award becomes effective.

(3) BANWARI UPADHYA (Application No. 57):

He had been serving the Bank at its Maunnath Bhanjan Branch since 1944 and was discharged on 12th April 1951. He is allowed half month's salary plus allowances for each completed year of service as compensation at the rate he was drawing at the time of discharge and the direction will be carried out by the Bank within one month with effect from the date when the award becomes operative.

(4) SALIGRAM SHARMA: (Application No. 62):

Shri Sharma joined the Bank's service in July 1943 and was discharged on 12th April 1951. He will get the same relief as compensation viz. half month's salary plus allowances for each completed year of service at the rate of salary and allowances that he was drawing at the time of discharge and the Bank is directed to carry out the direction within one month from the date when the award comes into operation.

(5) JAGAT NARAIN KAKKAR: (Application No. 79):

This petitioner also was a permanent employee and had been working with the Bank since 13th July 1943. His services were terminated along with others on 12th April 1951. He is also entitled to the usual retrenchment relief viz. half month's salary plus allowances for each completed year of service at the rate he was drawing at the time of discharge and the Bank is directed to carry out the above direction within one month from the date when the award becomes operative.

(6) L. B. JAIN (Application No. 106):

The petitioner joined the Bank's service on 3rd December 1945 at its Ferozabad Branch and was discharged on 13th April 1951 along with others. He is also entitled

to the same retrenchment relief awarded in the case of others *viz.* half month's salary plus allowances for each completed year of service at the rate he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative

GROUP III—CLERICAL STAFF ETC: 73 INDIVIDUAL APPLICATIONS:

12. The applications of the clerical staff comprise over 73 in number and all the petitioners were discharged from service at the same time. The allegations made in the applications may differ in detail but the facts are almost identical and common question of law is involved. It was argued on their behalf by the Union representative that all of them were working on permanent basis and there was no complaint against them so far their work was concerned. Their services however were terminated on 12th April 1951 on the ground that the Bank had transferred its assets and liabilities to Punjab National Bank and that reduction in the staff had become necessary. It was urged that the reason assigned was not based on any tangible facts and the cessation of the Banking business and amalgamation with Punjab National Bank was conceived *mala fide* in order to crush the trade union activities of a large number of employees.

13. Shri Gupta in reply submitted that the Trade Union activities of the employees had nothing to do with the closure of branches and in point of fact the Bank ceased functioning on the financial inability and amalgamation was effected in the interest of all concerned. It was further argued that one month's salary was given to all according to the bye-laws and that they were not entitled to any further relief by way of gratuity or compensation. The Bank representative still raised another objection to the effect that these employees were not the 'workmen concerned' as contemplated under section 33 of the Act. It was argued in this respect that only those persons whose cases were pending before the Tribunal during the pendency of the general Bank Reference were to be treated as workmen. Shri A. C. Kakkar repudiating this argument relied upon the finding already given in the case of United Commercial Bank Vs. P. N. Rohtagi and Others (Reference No. 169 of 1950), published in the *Gazette of India*, dated 15th September 1951 and furthermore added that by the use of the word 'any person' in section 2(k) which defines industrial dispute, the legislature meant that every employee in the employment of the industry who was affected by the dispute was a workman. Reference was made to various sections of the Act as well as to the Commentary under section 2(j) by Shri S. K. Haldar. Some legal precedents were also cited in support of the contention including the observations made by the All India Industrial Tribunal (Bank Disputes) in their award at pages 56, 58 and 59.

14. Now this point was posed for discussion before me in the case of United Commercial Bank Vs. P. M. Rohtagi and Others and has been discussed at some length in that award. I have no mind to reiterate the same arguments once again more especially in view of the fact that the decision in the said case has since been upheld by the Labour Appellate Tribunal in Appeal No. Cal-359/51. The objection is accordingly over-ruled.

15. On the question of relief the lot of the clerks naturally would be worse as compared to others when they were thrown out of employment *en-masse* to no fault of theirs. And the Bank's plea that they were paid one month's salary in lieu of notice cannot take the form of retrenchment relief. Under the bye laws of the Bank, one month notice is necessary and it is idle to urge that as they had already received one month's salary no further relief was permissible. Retrenchment relief connotes compensation and has its own significance. It follows on the termination of services inasmuch as the contract of service which exists between the parties carries some implied guarantee and when the same is snapped the master and the workmen have to adjust themselves. I am not aware as to how the employers of Bharat Bank have fared in the bargain of amalgamation but as argued by Shri A. C. Kakkar the employers have not suffered much because they have created certain rights in the Punjab National Bank and the real sufferers may be the employees who have spent a part of their life in the service of this Bank and have to find fresh job. Be that as it may retrenchment relief as observed in the case of accountants, has nothing to do with the notice period salary and is to be determined independently. In the result, the clerical staff is entitled to the same relief *viz.* half month's salary for each completed year of service at the rate of salary and allowances the applicants were drawing at the time of discharge. Awards in the case of each applicant shall stand as follows:—

(1) PRATAP NARAIN KAPOOR (Application No. 24):

He joined the Bank's service on 4th May 1945 at its Shahjahanpur Branch. He was working satisfactorily when Bharat Bank was amalgamated with Punjab

National Bank and the latter took over charge of the Assets and Liabilities of Bharat Bank on the night of 12th March 1951. On 18th April 1951 he was served with a notice of the termination of services with immediate effect by enclosing a cheque covering the salary up to 12th April and a month's notice period. His case has no distinguishing feature from others and he will get the usual relief viz. half month's salary plus allowances as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to carry out the above direction within one month from the date when the award becomes operative.

(2) LAYAK RAM MITTAL (Application No. 28):

The petitioner joined this Bank on 15th January 1946 and had served at its Bulandshahr, Saharanpur and Meerut Branches. He received the notice of termination of services dated 12th April 1951 along with others intimating him that his services had been terminated with immediate effect and the Accounts Department of the Bank was advised to remit his salary up to date plus one month's salary in lieu of notice. As held in other cases he will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing on the date of termination of his services and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(3) HAR PROSAD AWASTHI (Application No. 36):

The petitioner was a permanent employee of the Bank and joined as a clerk on 17th November 1944. His services were terminated by the Bank on 12th April 1951. His case also stands at par with others and he is entitled the usual relief viz., half month's salary plus allowances for each completed year of service at the rate that he was drawing at the time of discharge as compensation and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(4) SURYA EALI MISRA (Application No. 37):

Suri Misra was a permanent employee of the Bank and joined as a clerk on 20th March 1946. His services were terminated by the Bank's notice dated 14th April 1951 intimating him that his services had been terminated with immediate effect and the Bank's Accounts Department was advised to remit his salary up to date plus one month's salary in lieu of notice. The facts are the same and he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge as compensation and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(5) GOPAL DASS MEHROTRA (Application No. 38):

The petitioner was a permanent employee of the Bank and joined as a Cashier on 11th December 1947. His services were terminated on 14th April 1951 by the Bank's usual notice terminating the services with immediate effect plus one month's salary in lieu of notice. As held in other cases, he will also receive the usual half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to carry out the above direction within one month from the date when the award becomes operative.

(6) RAMA SHANKAR KHARF (Application No. 39):

The petitioner joined as a clerk on 3rd June 1946. His services were terminated along with others by the Bank's notice dated 14th April 1951 intimating that his services have been terminated with immediate effect and the Bank's Accounts Department was advised to remit his salary up to date plus one month's salary in lieu of notice. He is held entitled to the usual half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(7) KAILASH NARAIN MEHROTRA (Application No. 40):

The petitioner had been working as a clerk at Nayaganj Branch (Kanpur) since 4th May 1944. His services were terminated with immediate effect by the Bank's general notice dated 14th April 1951 due to the transfer of liabilities and assets of the Bank to the Punjab National Bank with one month's salary in lieu of notice. As held in other cases he will also get half month's salary plus allowances for each

completed year of service as compensation at the rate that he was drawing on the date of termination of his services and the Bank is directed to pay the petitioner within one month from the date when the award becomes effective.

(8) MANNA LAL TRIVEDI (Application No. 42):

The petitioner was a permanent employee of the Bank having joined on 26th May 1944. His services were terminated by the Bank's general notice dated 14th April 1951 with immediate effect due to the transfer of liabilities and assets of the Bank to the Punjab National Bank. He too is in the same boat so to say and will get the usual relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(9) TULA RAM PANDEY (Application No. 43):

Shri Pandey joined as a Peon on 25th June 1945. His services were terminated by the Bank's general notice dated 14th April 1951 with one month's salary in lieu of notice. He will receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(10) SHITAL PROSAD (Application No. 52):

The petitioner was a permanent employee of the Bank having joined on 6th June 1945 as a Daftari. His services were terminated by the Bank's general notice dated 14th April 1951, due to transfer of certain liabilities and assets of the Bank to the Punjab National Bank and the petitioner was given one month's salary in lieu of notice. As held in other applications, he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(11) RAM CHANDRA VAISH (Application No. 54):

The petitioner joined the Bank's service on 15th March 1946 and his services were terminated on 14th April 1951 due to the transfer of certain liabilities and assets of the Bank to the Punjab National Bank and Shri Vaish was given one month's salary in lieu of notice. He is held entitled to get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(12) G. D. SHARMA (Application No. 55):

The petitioner joined the Bank's service on 2nd June 1944 as a Godown Keeper and his services were terminated on 13th April 1951, from the Meerut Cantt. Branch of the Bank due to the transfer of liabilities and assets of the Bank to the Punjab National Bank and Shri Sharma was given one month's salary in lieu of notice. As held in other cases, he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(13) BRIKHAJ DAS JAIN (Application No. 56):

The petitioner joined the Bank's service on 10th June 1944 and his services were terminated on 14th April 1951 by the Bank's general notice on payment of one month's pay in lieu of notice. He will get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(14) BASDEO, PEON (Application No. 58):

The petitioner was an old employee having joined Allgarh Branch on 17th September 1946. His services were terminated on 12th April 1951, due to the merger of Bharat Bank with the Punjab National Bank and he will get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.



## (15) CHIDHU SINGH, CHOWKIDAR (Application No. 59):

He joined the Bank service in June 1941. His services came to end along with others by the Bank's notice dated 12th April 1951 due to the transfer of certain liabilities and assets of the Bank to the Punjab National Bank. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (16) GOPAL DAS (Application No. 60):

The petitioner was a Chowkidar and joined the Bank service at its Allgarh Branch on 2nd January 1942. His services were terminated on 12th April 1951 due to the transfer of liabilities and assets of the Bank to the Punjab National Bank along with others. He is also one of the sufferers and will get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (17) RUDRA PRAKASH SAXENA (Application No. 63):

The petitioner had been working at Allgarh Branch since 13th May 1946. His services were terminated along with others on 12th April 1951 due to the transfer of liabilities and assets of the Bank to the Punjab National Bank. The same relief is allowed to him viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (18) BABU LAL SHARMA (Application No. 64):

Shri Sharma joined the Bank service on 30th September 1946. His services were terminated on 12th April 1951 along with others on the transfer of liabilities and assets of the Bank to the Punjab National Bank. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (19) RAMESH CHANDRA MITTAL (Application No. 65):

This petitioner also was working at Alipur Branch having joined on 8th February 1946. His services were terminated on 12th April 1951 along with others on the merger of Bharat Bank with the Punjab National Bank. He will get the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (20) ONKAR NATH DIKSHIT (Application No. 66):

The petitioner had been serving the Bank at its Allgarh Branch since 16th May 1945. His services were terminated on 12th April 1951 along with others on the closure of Banking business of Bharat Bank. He will be entitled to half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (21) ANIRUDHA TEWARI (Application No. 67):

The petitioner joined the Bank service in the year 1943. His services came to close on 14th April 1951 along with others on the transfer of liabilities and assets of the Bank to the Punjab National Bank. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (22) SHIVAJI KAKKAR (Application No. 68):

Shri Kakkar joined in the year 1944 and his services were terminated on by Bank's general letter, dated 14th April 1951 along with others, as the Bank ceased to function as banking institution. He will receive half month's salary plus

allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(23) JOGESHWAR NATH MEHROTRA (Application No. 71):

The petitioner was serving the Bank at its Nayaganj Branch (Kanpur) as Assistant Accountant at the time of discharge. He joined the Bank's service as a Godown keeper on 9th September 1943 and after 2½ years work he was promoted to the post of Assistant Accountant. His services were terminated along with others on payment of one month's salary in lieu of notice by Bank's general letter, dated 14th April 1951 due to the merger of Bharat Bank with that of Punjab National Bank. He will get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(24) PREM NARAIN MEHROTRA (Application No. 73):

The petitioner had been serving the Bank at its Moradabad Branch since 25th February 1943 and his services were terminated on 12th April 1951 along with others on the transfer of liabilities and assets of the Bank to the Punjab National Bank. The petitioner filed another application which was admitted in this Tribunal as Application No. 99 and both were taken up together at the time of hearing. This award will dispose of both these applications. As held in other cases the petitioner will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(25) DUDHNATH DUBEY (Application No. 75):

The petitioner had been working at Kanpur since 1943. His services were terminated by Bank's general letter, dated 14th April 1951, on payment of one month's salary in lieu of notice like others on the transfer of liabilities and assets of the Bank to the Punjab National Bank. He will receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(26) CHIEDY, SWEEPER (Application No. 76):

The petitioner joined the Bank service in the year 1943. His services were terminated on payment of one month's salary in lieu of notice by Bank's general letter, dated 14th April 1951 with immediate effect along with others. He will receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(27) G. C. CHATURVEDI (Application No. 78):

The petitioner had been serving the Bank since 1st June 1944 and at the time of discharge he was working as Clerk cum Godown-keeper at Belanganj Branch (Agra). His services also like others were came to end on 12th April 1951, vide Bank's general letter mentioned in other cases. He is also held entitled to receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(28) PRABHU DAYAL JAIN (Application No. 80):

The petitioner came into the employment of the Bank on 1st April 1944 and at the time of discharge he was working as a Cashier of Belanganj (Agra) Branch. His services were terminated on 18th April 1951, vide Head Office order, dated 12th April 1951 like others. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(29) RAMAI CHOWKIDAR (Application No. 81):

The petitioner joined the Bank's service on 3rd March 1949 and at the time of discharge he was working as Chowkidar in Johri Basar (Agra) Branch of the Bank. His services were terminated on 3rd May 1951, like others vide Bank's general

letter, dated 12th April 1951. As held in other cases he will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(30) B. P. JAISWAL (Application No. 82):

The petitioner took up appointment on 8th June 1944 and at the time of discharge he was working as a clerk in Johri Bazar (Agra) Branch. His services were terminated on 25th April 1951, *vide* Head Office Order, dated 12th April 1951 like other on payment of one month's salary in lieu of notice. As held in other applications, he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(31) LACHMI NARAIN (Application No. 83):

The petitioner had been working in the Bank as a Peon since 8th May 1948. His services were terminated on 2nd May 1951, *vide* Head Office Order, dated 12th April 1951 like others on payment of one month's salary and allowances in lieu of notice. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(32) RAM KARAN TRIPATHI (Application No. 84):

This petitioner was also a Peon in the Bank, having joined on 5th July 1944. His services were terminated on 1st May 1951, *vide* Head Office Order, dated 12th April 1951, along with others on payment of one month's salary and allowances in lieu of notice. He is entitled to the same relief *viz.*, half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(33) BHAROSI LAL KHANDELWAL (Application No. 85):

The petitioner was a Cashier at Johri Bazar (Agra) Branch and had been in the service of the Bank since 4th September 1944. His services were terminated on 24th April 1951, *vide* Head Office order, dated 12th April 1951. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(34) MOHAN SARUP TRIKHA (Application No. 86):

The petitioner joined the Bank's service on 7th February 1944 and at the time of discharge he was working as a clerk in Johri Bazar (Agra) Branch of the Bank. His services were terminated on 24th April 1951, like others, on payment of one month's salary plus allowances in lieu of notice *vide* Head Office letter, dated 12th April 1951. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(35) RAM NARAIN (Application No. 87):

The petitioner joined the Bank service in the year 1947. At the time of discharge he was a Jemadar in Johri Bazar (Agra) Branch. His services were terminated on 3rd May 1951, along with others on payment of one month's salary plus allowances in lieu of notice; *vide* Head Office order, dated 18th April 1951. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(36) JUG RAJ SINGH JAIN (Application No. 88):

The petitioner had been in the service of the Bank since 1st June 1944 and at the time of discharge he was working as a clerk in Belanganj Branch, (Agra). He was discharged along with others by Bank's general letter, dated 12th April 1951,

on payment of one month's salary plus allowances in lieu of notice. His is a similar case and as such he is entitled to the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(37) S. C. PALIWAL (Application No. 89):

The petitioner joined the Bank service on 3rd January 1945 and at the time of discharge was working as a clerk in Belanganj (Agra) Branch. His services came to end on 19th May 1951 by Head Office general letter, dated 12th April 1951. He will also receive half month's salary plus allowances for each completed year of service at the rate that he was drawing at the time of discharge within one month from the publication of the award.

(38) GANGA PROSAD (Application No. 91):

The petitioner got his appointment on 27th March 1947 and at the time of discharge he was working as a Peon in Belanganj (Agra) Branch. His services were terminated like others by the Bank's general letter dated 12th April 1951, with effect from the afternoon of 18th April 1951 by paying him one month's salary and allowances in lieu of notice. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(39) B. N. KAUSHIK (Application No. 92):

The petitioner joined the Bank service on 21st September 1945 and at the time of discharge he was working as a clerk in Belanganj Branch (Agra). His services were terminated on 17th April 1951, by Head Office general letter dated 12th April 1951, on payment of one month's salary and allowances in lieu of notice. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(40) MANGAL SEN JAIN (Application No. 93):

The petitioner joined the Bank's service on 23rd March 1946 and his services came to end on 18th April 1951, on payment of one month's salary plus allowances in lieu of notice per Head Office general letter, dated 12th April 1951. As held in other applications he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month with effect from the date when the award becomes operative.

(41) UMA SHANKAR SHUKLA (Application No. 94):

The petitioner had been working as a Cashier in Meston Road (Kanpur) Branch since 1946. His services were terminated along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He is entitled to the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(42) BAL MUKUND (Application No. 104):

The petitioner was a Peon having joined the Bank on 17th March 1944. His services were also terminated along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(43) O. N. RAWAT (Application No. 107):

The petitioner joined the Bank as a clerk on 11th November 1943 and was promoted to the post of Assistant Accountant from November 1946. His services were terminated on 14th April 1951, vide Bank's letter of 12th April 1951 along with others on payment of one month's salary and allowances in lieu of notice. He is allowed half month's salary plus allowances for each completed year of service as

compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(44) TRIBENI, PEON (Application No. 108):

The petitioner had been working at Gorakhpur Branch of the Bank since 1944. His services were terminated along with others by the Bank's order dated 12th April 1951, on payment of one month's salary and allowances in lieu of notice. He is allowed the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(45) RAN DARAS, Call Boy (Application No. 109):

The petitioner was a Call Boy and have been serving the Bank at its Gorakhpur Branch since 1944. His services were terminated by Bank's letter of 12th April 1951, on payment of one month's salary and allowances in lieu of notice. He will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(46) BARSATI, GUARD (Application No. 110):

The petitioner had been in the service of the Bank at its Gorakhpur Branch since 1945. His services came to end along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He is held entitled to half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(47) SURAJ BUX MISRA (Application No. 111):

The petitioner joined the Bank service on 23rd May 1943. His services were terminated along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He will get the usual relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(48) SHITAL PROSAD SRIVASTAVA (Application No. 112):

The petitioner had been working at Gorakhpur Branch since 26th June 1946. He was discharged along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He is held entitled to get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(49) SURAJ NARAIN SRIVASTAVA (Application No. 113):

The petitioner had been serving at Maunath Bhanjan Branch office since 12th June 1943. His services were terminated along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

(50) PREM SAGAR JAIN (Application No. 114):

The petitioner had been in the service of the Bank since 1945 and at the time of discharge he was working as a clerk in Saharanpur Branch. His services were terminated along with others by the Bank's general letter dated 12th April 1951, on payment of one month's salary plus allowances in lieu of notice. He is allowed the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (51) SHAM SUNDAR LAL (Application No. 116):

The petitioner was working as a Senior Clerk in Roorkee Branch of the Bank and his services were terminated by Bank's letter dated 14th April 1951 along with others on payment of one month's salary plus allowances in lieu of notice. He will also receive half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (52) RAM CHANDRA, PEON (Application No. 117):

The petitioner entered the Bank service on 9th November 1943 and at the time of discharge he was working as a Peon in Saharanpur Branch. His services were terminated by Bank's general letter dated 14th April 1951 on payment of one month's salary plus allowances in lieu of notice. He is allowed half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (53) TULSI RAM (Application No. 118):

The petitioner had been serving the bank as a Chowkidar since 9th April 1948. His services came to end along with others on 14th April 1951 by Bank's general letter of even date on payment of one month's salary plus allowances in lieu of notice. He will get the same relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (54) CHANDRA PRAKASH SHARMA (Application No. 120):

The petitioner has been working at the Bank's Dhampur Branch since 9th May 1946. His services were terminated by the Bank's general letter, dated 12th April 1951 along with others on payment of one month's salary plus allowances in lieu of notice. He will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (55) GOVIND NARAIN TRIVEDI (Application No. 121):

The petitioner joined the Bank at its Meston Road (Kanpur) Branch on 23rd September 1946. Due to the merger of Bharat Bank with Punjab National Bank, the services of the petitioner were terminated by Bank's general notice, dated 12th April 1951 along with others on payment of one month's salary plus allowances in lieu of notice. As held in other cases, he is also allowed half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (56) HIRA LAL GUPTA (Application No. 126):

Shri Gupta joined the Bank on 23rd April 1945 and was attached to Hapur Branch as a clerk. Due to the agreement arrived at between Bharat Bank and Punjab National Bank by which certain Assets and Liabilities were transferred to the latter, Hapur branch like all other branches in the India Union ceased to function and the services of the complainant became surplus to the requirement of Bharat Bank. His services were terminated along with others by Bank's general letter on 14th April 1951 on payment of one month's salary plus allowances. He will also get the same relief viz., half month's salary plus allowances for each completed year of service as held in other cases as compensation and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (57) KUNJ BEHARI LAL SHARMA (Application No. 127):

The petitioner joined the Bank on 17th December 1945. Due to the merger of Bharat Bank to Punjab National Bank, the services of the petitioner became surplus to the requirement and his services were terminated along with others by the Bank's general notice on 14th April 1951 on payment of one month's salary plus allowances in lieu of notice. He is held entitled to receive like others half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (58) CHUNI LAL (Application No. 123):

The petitioner joined Bharat Bank on 21st June 1943. His services were also terminated like others on the merger of Bharat Bank with Punjab National Bank on payment of one month's salary and allowances in lieu of notice by Bank's general letter of 14th April 1951. He will also get half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (59) NANAK CHAND (Application No. 129):

The petitioner joined the Bank's service on 20th March 1945. Due to the closure of branches the services of the petitioner became surplus to the requirement of the Bank and his services were terminated along with others by the Bank's general notice of 14th April 1951 on payment of one month's salary plus allowances in lieu of notice. He is allowed half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (60) VIDYA SAGAR SHARMA (Application No. 133):

The petitioner had been working in the Bank since 1945 and at the time of discharge he was Cashier in Saharanpur Branch of the Bank. His services were terminated by the Bank's general notice on 14th April 1951 along with others on payment of one month's salary plus allowances in lieu of notice. As held in other cases, he will also get half month's salary plus allowances for each completed year of service as compensation at the rate that he was drawing at the time of discharge and the Bank is directed to pay the petitioner within one month from the date when the award becomes operative.

## (61) PAWAN PRAKASH SANGHAL (Application No. 134):

The petitioner joined the Bank on 24th August 1945 and at the time of discharge he was working in Muzuffarnagar branch as a clerk. He was also, like others, served with Bank's general letter, dated 12th April 1951, terminating his services with immediate effect on payment of one month's salary plus allowances in lieu of notice. He is held entitled to relief given to others viz., half month's salary plus allowances for each completed year of service as compensation and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (62) DHANENDRA KUMAR JAIN (Application No. 135):

The petitioner had been working in the Bank since 7th of August 1946. Due to the merger of Bharat Bank with Punjab National Bank, he was discharged by Bank's general letter of 12th April 1951 on 14th April 1951 terminating his services on payment of one month's salary in lieu of notice. He will also get like others half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (63) NEM CHAND JAIN (Application No. 136):

The petitioner was in the service of the Bank from 20th March 1944 and was discharged by the Bank's general notice of 12th April 1951 on 14th April terminating his services with immediate effect on payment of one month's salary in lieu of notice when he was working as a clerk in Muzuffarnagar Branch of the Bank. He is allowed half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (64) JAI PRAKASH, PEON (Application No. 137):

He was working as a Peon in Muzuffarnagar Branch having joined the Bank on 4th December 1945. His services were terminated on 14th April 1951 by the Bank's general letter of 12th April 1951 like others on the merger of Bharat Bank with Punjab National Bank in pursuance of an agreement. As held in other cases, he will get half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (65) RAM SWARUP (PEON II) (Application No. 138):

The petitioner joined the Bank's service on 27th February 1948 and at the time of discharge he was working in Muzaffarnagar City Branch as a Peon. His services were terminated like others on 14th April 1951 by the Bank's general letter of 12th April 1951 on payment of one month's salary and allowance in lieu of notice. As held in other cases he will get half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (66) RAM SWARUP (PEON I); (Application No. 139):

He was working as a Peon in Muzaffarnagar Branch having joined the Bank in May 1943. He also along with others received the Bank's notice dated 12th April 1951 on 14th April 1951 terminating his services with immediate effect on payment of one month's salary and allowance in lieu of notice. As held in other cases he will get the same benefit that is, half month's salary plus allowances for each completed year of service as compensation and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (67) HOSHYAR SINGH (Application No. 140):

The applicant was a Jemadar in Muzaffarnagar Branch. His services came to an end by the Bank's general letter of 12th April 1951 like others on 14th April on account of the merger of Bharat Bank with Punjab National Bank. He is allowed like others half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (68) DAL CHAND (Application No. 147):

The petitioner was working in the Bank from 1st June 1943 and was relieved from service on 16th April 1951 from Banaras Branch due to the merger of Bharat Bank with Punjab National Bank. He will also get half month's salary plus allowances for each completed year of service as compensation and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes effective.

## (69) BHIKHAM (Application No. 148):

The petitioner had been serving at the Bank's Banaras Branch since 20th January 1946 and was relieved on 16th April 1951 from service by Bank's general notice of 12th April 1951 like others on the transfer of assets and liabilities to Punjab National Bank by Bharat Bank. He is allowed like others half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (70) LAXMAN PRASAD GUPTA (Application No. 150):

Shri Gupta had been working at the Bank's Maunath Bhanjan Branch since 9th September 1946 and on the merger of Bharat Bank with the Punjab National Bank and was relieved by the Bank's general notice of 14th April 1951 on payment of one month's salary and allowance in lieu of notice. He will also get like others half month's salary plus allowances as compensation for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

## (71) SAMAYA NATH TRIPATHI (Application No. 151):

The petitioner joined the Bank service on 18th July 1946. He states in the application that he was ordered by the Manager of Punjab National Bank to work under him as a ledger clerk, but on 20th March the then Manager of Punjab National Bank (Mr. B. N. C. Thakur) told him that as he was an active member of the Union he could not be absorbed. His services, however, were terminated by Bharat Bank's general letter of 12th April 1951 terminating his services with immediate effect on payment of one month's salary in lieu of notice. There is some confusion over the dates otherwise his services also came to end on 12th April 1951 along with others. Consequently he will also get the same relief viz., half month's salary plus allowances for each completed year of service and the Bank is directed to



pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

(72) KAILASH NATH KAKKAR (Application No. 152):

The petitioner had been working as a senior clerk at Banaras Branch since 22nd February 1943 and was subsequently promoted to the post of Assistant Accountant for satisfactory work. In pursuance of Bank's general letter of 12th April 1951 he was relieved from his duties on 16th April 1951 on payment of one month's in lieu of notice. As held in other cases he is allowed half month's salary plus allowances for each completed year of service and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

(73) SHEO BALI TEWARI (Application No. 154):

The petitioner was working at Kanpur Branch of the Bank when he received the Bank's general notice of 14th April 1951 terminating his services with immediate effect. He was also paid one month's salary in lieu of notice. As held in other cases he will also get half month's salary plus allowances for each completed year of service as compensation and the Bank is directed to pay the petitioner at the rate that he was drawing at the time of discharge within one month from the date when the award becomes operative.

GROUP IV

16. The rest of the applications—four in number are to be dealt with separately because the cause of action arose on different occasions and moreover in two cases it was alleged that the discharge was traceable to bad labour practice and the petitioners were victimized on account of their trade union activities:

(1) MUNNA LAL GUPTA (Application No. 19):

17. The petitioner joined the Bank's service in 1946 and was discharged on 14th November 1950 in terms of the direction given in the All India Industrial Tribunal (Bank Disputes) award para. 322. It was contended on behalf of the petitioner that in the first place the All India Industrial Tribunal award has been set aside and the order of discharge in the terms of that award is untenable. Secondly, the directions laid down in para 322 applied only to *bona fide* cases and the services of permanent old employees could not be terminated indiscriminately behind the barricade of these directions. Reference was made to the observations made at page 144 of Government of India publication—Industrial Awards Analysis, and reliance was also placed on the decision of the Labour Appellate Tribunal in the case of Buckingham and Carnatic Mills (published in Labour Law Journal—September 1951). It was next argued that the petitioner was a senior employee and retrenchment in his case without complying the principle of 'last come first go' was manifestly unjustifiable.

18. Shri Gupta, on behalf of the Bank, raised a preliminary objection to the effect that the Bank had ceased to be a Banking Company and as such the Industrial Disputes Act does not apply. It was further argued that the retrenchment of the petitioner was made strictly in accordance with the procedure laid down in para 322 of All India Industrial Tribunal (Bank Disputes) award by giving him two months notice before the termination of his services.

19. Now it is significant to note at the outset that the services of the petitioner were not terminated along with others on the cessation of Banking business and the Bank has not adduced any evidence that in November 1950 the services of the petitioner had become surplus to the requirements of the bank. At any rate there is no material on the record to show that the principle of 'last come first go' was applied. To my mind in individual cases of retrenchment, surplus character of labour should be proved and in this case, the proof is wanting. I am, therefore of the opinion that on merits, no case for the termination of employment has been made out as required under the basic rules of service and I hold accordingly. The other legal contention raised by the Bank's side *viz.* that the provisions of Industrial Disputes Act are not applicable after Bharat Bank's amalgamation with Punjab National Bank has already been discussed in the U.P. State Bank Disputes Award (published in the Gazette of India, dated 15th September 1951) and in the light of that finding the objection is over-ruled.

20. This brings me to the relief asked for and in this respect the question of reinstatement hardly arises as the Bank has closed its doors so far the Banking business is concerned and there is no other alternative but to grant compensation. Now, this application was heard on its particular merits and not on the analogy of other employees who were discharged *en block* on 12th April 1951 consequent to the amalgamation of this Bank with Punjab National Bank. In this view of the matter the usual relief of half month's salary for each completed year of service would not be a fair measure of relief and accordingly I assess one month's salary plus allowances for each completed year of service as compensation at the rate of salary and allowances that the petitioner was drawing at the time of discharge. This direction will be carried out within one month from the date when the award becomes operative.

(2) T. P. MALVIYA (Application No. 96):

21. The applicant was present in person and argued his own case although his claim was preferred through the U.P. Bank Employees Union. The essential facts put briefly are these: Shri Malviya was an old employee of Bharat Bank and sometime earlier was also discharged from service. He approached the All India Industrial Tribunal (Bank Disputes), Bombay, which was functioning at those days and the Bank was directed to reinstate him within a fortnight from the date of the publication of the Interim award. He was accordingly taken back in service at Nagaganj Branch (Kanpur) and was also paid his back salary for six months. He however made a further claim regarding his allowances and arrears of increments which fell due to him during the intervening period but that demand was not met by the Bank and the matter was referred to the Regional Labour Commissioner. The Bank this time was again directed by the Regional Labour Commissioner to pay him the arrears of allowances and to stay the transfer order which was made in the meantime. The record reveals that the petitioner received payment on account of his salary etc. from 30th March 1950 to 30th April 1950 but he was transferred to Kanpur as an Assistant Manager. His one grievance in this respect is that his designation was changed from Assistant Manager to Relieving Officer in order to harass him, but the real complaint is that the Bank ultimately terminated his services by their letter date 29th March 1951 (Ex. A) on the ground that the award of the aforesaid Tribunal was only binding for a period of one year. He wants salary for the period of nine months as well as Dearness Allowance, Deputation Allowance and arrears of increment in addition to his prayer for reinstatement.

22. Shri Gupta, on behalf of the Bank, vehemently urged that the terms of the All India Industrial Tribunal (Bank Disputes) award in his case were fully implemented and it was not correct to say that some of the arrears which were due in terms of the award were not paid. He was reinstated as admitted by him, but the amount of Dearness Allowance and Deputation Allowance was not paid in view of the conflict on the interpretation of the award, subsequently, this was also paid. He was ultimately discharged in April 1951 but the salary from October 1950 to April 1951 was not paid because he did not join his duty and absented himself. In this connection it was emphasised that his transfer was made in September 1950 and he was directed to join at the place of transfer but despite several reminders sent to him he did not join and as such was not entitled to any salary for that period. Now the stand taken up by the Bank in regard to this part of claim is supported by documentary evidence and I have no hesitation in rejecting it. The same is disallowed.

23. With regard to the termination of services the application was opposed by the employer on two grounds. Firstly, it was contended that the petitioner worked as Sub-Manager and as such was an Officer and not a workman. Secondly, that the Bank was within its right to terminate his services after the lapse of one year of the award under section 19(6) of the Act.

24. In regard to the first objection the petitioner at the time of discharge was admittedly designated as Relieving Officer and was not incharge of any Branch. His substantive post was that of Assistant Manager, and in the light of the finding given in Delhi State Bank disputes award of this Tribunal (published in the Gazette of India, dated 30th December 1950), the objection fails and the same is repelled. Regarding the other ground, the discussion made above clearly shows that the Bank did not like to retain him in service. He was no doubt reinstated in compliance with the direction but after one year the Bank served him with a notice under section 10 sub-section (6) intimating their intention to terminate the award. This notice (Ex. 1) is of formal nature and no reason has been assigned as to what made the employer to shunt him off once again after one year when there was no complaint against him. In these circumstances it can be safely presumed that he

was not liked by the employer and was taken back in service with the mental reservation to circumvent the order some time after. This attitude of mind, if allowed would naturally give a dangerous twist to the provisions of law, and the application of the salutary maxim of 'forgive and forget' after judicial decisions in right spirit will have no place in the administration of commercial concerns. Accordingly I am of the opinion that the Bank was not justified in terminating his services and acted in a vindictive manner. The difficulty, however, is that reinstatement is out of question as discussed in other applications and the only relief to be granted is one of compensation. On the appraisal of all facts and circumstances, six months salary plus allowances as compensation is assessed and the Bank is directed to make payment at the rate of salary and allowances that the petitioner was drawing at the time of discharge within one month from the date when the award becomes operative.

(3) N. C. MEHROTRA (Application No. 32):

25. His case is that he was in permanent service of the Bank and had put in about eight years service to the entire satisfaction of the employer. He was also an office bearer of the Union and was an active worker. It was urged on his behalf that his Trade Union activities were responsible for his discharge and when others were taken in the service of Punjab National Bank, those who were trade union workers like him, were deliberately left out although they had more experience and were useful hands.

26. Shri Gupta, the Bank representative in reply submitted that the services of the petitioner were terminated on the closure of the branches along with others in pursuance of the agreement made with the Punjab National Bank due to financial inability. And that the Bank was not aware of his trade union activities and this factor had nothing to do with the termination of his services.

27. Now this is not denied that the petitioner was an office bearer of the Union and must have been an active worker but in the absence of any other material brought on the record that his services were dispensed with on account of his labour activities it is difficult to discriminate this case from those of others, more especially when he was discharged on the same day i.e. on 12th April 1951 along with others. It is moreover noteworthy that the Bank had ceased its Banking activities on that date on the basis of an agreement made with the Punjab National Bank on 10th April 1951 and in these circumstances, any special pleading in his case is of no avail. Accordingly he will get the usual relief of half month's salary for each completed year of service at the rate that he was drawing at the time of discharge and the Bank is directed to carry out the above direction within one month from the date when the award becomes effective.

(4) SHIVNATH JAITLEY (Application No. 146):

28. Shri Jaitley joined the Bank's service in the year 1945. It was stated on his behalf that he actually received the letter of discharge in September 1951 whereby he was informed that his services had terminated from 12th April 1951 along with others, the date when others were discharged. The Bank, however, paid him one month's more salary i.e. upto 30th April 1951. The distinguishing feature has no materiality because he was retained for a month more by virtue of agreement and was paid one month's more salary. Accordingly, the demand of salary for the intervening period cannot be allowed. The same in fact was not pressed.

29. Now the services of Shri Jaitley virtually terminated on 12th April 1951 along with others although he was discharged sometime after. In the circumstances, it is difficult to distinguish his case from others with the result that he will also get the same retrenchment relief viz., half month's salary plus allowances for each completed year of service as compensation at the rate of salary and allowances that he was drawing at the time of discharge. The Bank is directed to carry out the above direction within one month with effect from the date when the award becomes operative.

K. S. CAMPELL-PURI, *Chairman*,  
Central Government Industrial Tribunal, Calcutta.

CALCUTTA;  
30th January, 1952.

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**ORDER**

*New Delhi, the 16th February 1952*

**S.R.O. 331.**—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Central Bank of India, Limited, and its workmen, regarding the reduction in increments of Messrs D. P. Vashistha, R. R. Choubey, R. B. Sharma, and S. S. L. Sharma of the Aligarh Branch of the said Bank;

AND WHEREAS the Central Government considers it desirable to refer the dispute for adjudication;

Now, THEREFORE, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudications to the Industrial Tribunal constituted by the notification of the Government of India in the Ministry of Labour No. S.R.O. 35, dated the 5th January 1952.

[No. LR.100(9).]

N. C. KUPPUSWAMI, Under Secy.